

verification of the position of the danger, the depth of water over it, etc.

In conclusion, I would mention that I propose to send a copy of this despatch to the Commissioner of Customs at each of the Coast Ports south of Shanghai, with a view to the inauguration of a similar mode of procedure in each district concerned.—I am, Sir, your obedient servant,

A. M. BIRNIE,
Coast Inspector.

DELAIED DELIVERIES BY POST OFFICE.

Hongkong General Chamber of Commerce.

Sir,—I am directed by my Committee to call the attention of the Government to the unsatisfactory working of the Post Office Department. Complaints have reached this Chamber of great and apparently careless delay in the delivery of some of the mails and of the closing of others earlier than usual or than would appear to be necessary, to the serious inconvenience and loss of time to those engaged in business. Complaints have also lately been made in the Press to the same effect, and my Committee therefore beg leave to call the attention of the Government to this matter.

To give some cases in point. On the 4th inst. the M. S. steamer *Yarra*, with the French mail from Europe, reached her buoy at 7 a.m. The delivery was announced to be begun at noon, but the letters were not delivered until between 1 p.m. On the same day the M. S. steamer *Salacia*, from Shanghai, arrived and anchored at 2 p.m. Her mails, however, were not delivered until 7 p.m., and several hours did not receive their bags until after that hour.

It is particularly inconvenient for firms closing their mails to Europe or America to be kept waiting for advice from the North, in some cases until a late hour, and even too late for the outgoing mail, although it may be of great importance to them to save it.

If the staff of the Post Office is inadequate for the work, and these late delays are the result of pressure, my Committee beg respectfully to suggest that it should be strengthened by the addition of extra staff to provide for the contingency of the arrival and departure of two mails on the same morning as is not infrequently the case.

I am also instructed to bring to your notice the uncertain character of the deliveries of local correspondence. Letters posted for local delivery are often delayed an undue length of time and are frequently delivered at business premises instead of at the private houses to which they are actually addressed.

Trusting that this matter will receive the early attention of the Government, I have the honour to be, Sir, your most obedient servant,

R. CHAMBERLAIN WILCOX.

Hon. J. H. Stewart Lockhart, Colonial Secretary.

Colonial Secretary's Office,
4th February, 1898.

Sir,—I reply to your letter of the 28th ultimo, respecting the working of the Post Office Department. I am directed to transmit to you the information of the Committee of the Chamber of Commerce the enclosed copy of a report by the Postmaster General on the subject, and to state that this Government would be glad if the community would help to improve the local delivery by reporting to the Postmaster General in each instance of delay or late delivery as suggested by that officer. I have the honour to be, Sir, your most obedient servant,

J. H. STEWART LOCKHART,
Colonial Secretary.

REPORT BY THE POSTMASTER GENERAL.
Hon. Colonial Secretary.—The mail from Europe was signalled as in harbour at 6 35 a.m. and the mails were landed at about 6 45 a.m.

The Post Office launch was out at Green Island at 5 a.m., but as there was no sign of the vessel, after waiting till 6 15 the launch came back and had just reached the wharf when the signal went out at the Peak.

The launch went out again at once. It appears that although the agent reported having arrived at 1 a.m. the mail lay at a considerable distance outside the harbour till 6 30. At the time the mail was landed the German mail for Europe was being despatched so that the French mail could not be despatched until 8 30. Being the New Year mail it took longer than usual to sort and was not ready till noon.

The French mail from Shanghai arrived in harbour at 2 p.m. and the mail was received in the Office at 3. As all the officers were engaged in closing the mails for the North by the vessel from Europe the Shanghai mail could not be dealt with until after 5 o'clock.

The following is the list of mails which were being closed at the time:—

A. Ahear for Singapore, &c.
Hin Chi for Shanghai.
Szechuen for Hongkong.
Chingling for Shanghai.
Yarra for Shanghai, &c.
Manilla for Australia.

There is no accommodation for the suggested increase of staff.

As regards the question of the delivery of local correspondence it is a matter which in almost every instance rests with the postmen, and wrong or late deliveries can only be dealt with by the matter being reported to me in each instance with the usual proof. I regret that people do not take the small trouble of writing their remarks on the covers and returning them to me. If that were done in the majority of instances the service would be improved. General statements are of no value whatever.

A. M. THOMSON,
Postmaster General.

THE "ALGERINE" ACCIDENT.

In reference to the special telegram which reached us on Thursday night and was published on Friday, we now have the following paragraph from the Shanghai *Mercury* of the 7th inst., which explains the accident:—"H.M.S. *Algerine*, when coming down river a few days ago, grounded on a mudbank, getting off shortly afterwards, however. On Saturday last while turning round at Ningpo she came in contact with a junk, smashing one of her bows and landing her dinghy on the bows of the native craft. This morning she went into dock at Tungkadoo for an overhaul." This would make it appear somewhat trivial, but as our correspondent telegraphs that the false keel and starboard bilge keel are gone, and the port bilge keel damaged, and the repairs will cost £3,000, it is to be concluded that the stranding was serious and not a mere scare. A court martial was held and Captain Donville and the navigating Lieutenant were reprimanded.

FIRE IN MANILA.

DAMAGE ESTIMATED AT \$5,000,000.

The *Comercio* of the 7th Feb. gives a long account of the burning of a part of the city of Manila, with a sketch plan showing the streets burnt out—seventy or eighty houses completely destroyed and a similar number partly destroyed. The fire began in Calle del Rosario, off the Plaza de Cervantes. The damage is estimated at three to five million dollars, and the insurance companies are heavily involved. The *Comercio* says: "The gentlemen who compose the distinguished foreign community of Manila almost all hastened to the scene of the catastrophe, performing marvels of valour and heroism."

LEGAL INTELLIGENCE.

SUPREME COURT.

IN ORIGINAL JURISDICTION.

(Before His Lordship the Chief Justice Sir J. W. Carrington, Kt. C.M.G.)

February 11th.

GORHAM V. BENJAMIN, KELLY & POTTS.

In this case the plaintiff, Charles Leary Gorham, is an assistant in the Office of the Pacific Mail Steamship Company, and the defendants, S. S. Benjamin, E. S. Kelly, and G. H. Potts, shareholders carrying on business in partnership in Hongkong. The plaintiff claims (1) that an account may be taken of all sales and purchases of shares by the defendants for the plaintiff as his brokers, and of all monies received and paid by the defendants for or on account of the plaintiff from the 1st April, 1896, to 15th March, 1897; and (2) that the defendants may be ordered to pay to the plaintiff such amounts, if any, as upon the taking of such account shall be found to be due from the defendants to the plaintiff with interest on the several amounts from the dates when the same became respectively due and payable.

Mr. J. J. Francis Q.C., and Mr. M. W. Slade (assisted by Messrs. Wilkinson and Glyn) appeared for the plaintiff and Mr. W. V. Drummond and Mr. H. E. Pollock (assisted by Messrs. Johnson, Stokes and Master) appeared for the defendants.

The special jurors were—Messrs. N. A. Siebs, H. H. Kirsch, J. Andrew, G. C. Anderson, J. Thurnham, H. M. Mody, and W. Fossie. Mr. E. S. Kelly resumed his evidence to-day. Cross-examined by Mr. Francis, he said that the 150 Bank shares were sold for February. He had no recollection whether the firm sold bank shares for Mr. Gorham for cash in September. He said that Mr. Wilkins told him to go to Mr. Gorham to look after his bank shares. When witness put through the transaction of 150 bank shares about the end of November for delivery in December Mr. Gorham was pressed by the banks. He could not recollect if his firm sold bank shares for cash for Mr. Gorham in November. On 8th September he purchased 100 Bank shares for Mr. Gorham for delivery in October. He remembered this because there was a little trouble over it. He sold them for a certain principal and after the sale the shares went up and the principal said "You know the shares were going up why did you sell them?" Only 50 Bank shares were taken up by Mr. Gorham, the other 50 being re-sold. Witness helped Mr. Gorham by going to the Chartered Bank and asking them to wait. He only gave a verbal guarantee. Mr. Gorham went to witness's firm and said that he was pressed by the Chartered Bank. Witness said "All right, we will go and see the bank about it." Mr. Gorham did not object to this. There was no connection between the transaction of the 150 Bank shares and Mr. Gorham's transaction with the Bank. The 150 shares were transferred to Mr. Gorham to prepare himself. The state of the market for Indo China on the previous day was very quiet and witness thought it had touched bottom and was the proper time to buy. Mr. Potts told witness that he had 150 Indo China for sale and witness told him to take them at \$40. Mr. Potts came back and closed the transaction about 20 minutes afterwards. Shortly afterwards witness met Mr. Pollockwalla and reported the purchase. Mr. Pollockwalla said he did not like them and told witness to try and get rid of them without loss. Witness charged him half brokage to oblige him. Witness gave them to Mr. Perry for \$400. Out of this transaction Mr. Pollockwalla came out square. Mr. Pollockwalla made about \$700 from the 150 Bank shares. It was not a custom to charge double brokage when the shares were sold to a broker but when a very good rate was obtained the broker sometimes had courage to ask for double brokage. He had charged Mr. Wilkins Mr. Ewen Mr. Hardman and Mr. Pollockwalla double brokage. He had also obtained double brokage from Mr. Sharp.

Mr. Francis: Which Mr. Sharp was it? It is not Mr. Granville Sharp who gives you double brokage? (Laughter).

Witness said that it was Mr. C. S. Sharp. The transaction with Moonshi was for cash. He resided in Bombay and Mr. Pollockwalla did business for him.

Mr. Francis: Are you not quite certain? My friend suggests the question, that his name is "Moonshi." (Laughter).

A voice in Court: Too smart!

Continuing, witness said that he was quite positive he never saw Mr. Gorham on the morning of 7th November. He could not tell if Mr. Pollockwalla lost in that year and he took it that he must have lost.

On the 10th December witness bought 40 Watsons from Mr. Jordan at \$1.35 per share. These were sold to Mr. Gorham on 14th at \$1.40. Mr. Gorham came to witness and said he had heard that Watsons were going to be sold. Deakin, Croickbank & Co. and he thought that shares would rise and gave instructions to witness to purchase 500 Watsons on his behalf. Witness could not get more than 100 shares at \$1.35 and he also gave Mr. Gorham his 40 at \$1.40.

On the 16th December witness said that Mr. Gorham's cheque for the shares was for \$120.00 and that if the purchase was put at \$12.75 then the amount would work out correctly.

Witness said that he was sure that the purchase price was \$12.50 and that it was a mistake by his clerk. The firm did not make any profit from Mr. Gorham giving extra money. If there was any mistake Mr. Tomkins must have taken the \$10 and both did not notice it. In answer to further questions witness said he had a margin to cover Mr. Pollockwalla's account with them in 1896. They had securities to meet the debit balance of Mr. Pollockwalla at the end of 1896 of \$57,248.

At this stage His Lordship said it would be a convenient time to adjourn.

Mr. Slade—My Lord, should the case be not finished on Monday will you sit on case days?

His Lordship said that he was quite willing to sit on case days.

Mr. Mody—Tuesday is a case day and it is of much interest to the public and we wish to go to the court. We are very glad to serve as a jury of this honorable Court but—

Mr. Francis: Mr. Drummond and myself are in your Lordship's hands and if you like we can sit in the morning.

His Lordship said they could sit on Tuesday only one of the case days.

Mr. Mody: For the case time we want to postpone the case.

Mr. Slade said they could not sit on Friday as it was a trial day.

Mr. Francis: Do you mean, gentlemen, that you want to carry it to the following Monday?

Mr. Slade: The following Monday at half past twelve.

His Lordship—The Criminal Sessions will be on. We have about nine cases.

Mr. Slade in answer to His Lordship said they could sit on Saturday at 2.30.

The case was then adjourned till Monday, the 14th inst., at 2.30 and should it be found on that day it will be adjourned till Saturday, the 19th inst.

THE SYNAGOGUE CASE.

DELIVERY OF JUDGMENT.

His Lordship the Chief Justice Sir J. W. Carrington, Kt. C.M.G., to-day delivered judgment in the action brought by Messrs. D. Gubbay, A. J. Raymond and A. J. David, on behalf of the Jewish community, against the Hon. E. R. Bellion, in regard to land alleged to have been purchased by defendant for a site for a Synagogue. The object of the suit was to have it declared that "defendant purchased Island Lot 1381 as a trustee for and on behalf of plaintiffs and the other members of the Jewish community of Hongkong and that he now holds the same in trust for the plaintiffs and the Jewish community subject to the payment by them to him of the amount paid for the purchase thereof and the interest thereon." There was a very large attendance at the court during the delivery of the judgment, which occupied from 10 a.m. till a few minutes after noon. The judgment, with the correspondence, filled 74 closely written sheets of foolscap.

His Lordship first of all dealt with the objection raised by Mr. Pollock that the plaintiffs had no authority to sue on behalf of the Jewish community, and after commenting on the circumstances he said he held that the objection could not prevail. Referring to the evidence, His Lordship said that it was, both orally and in writing, voluminous, and in a considerable number of instances there was a conflict of statement between witnesses on either side, although as a whole such conflict was confined to matters of minor importance. He would not analyse the evidence but merely state facts as he found them after carefully considering the statements of both sides. He did not wish to form any opinion as to which side had wilfully endeavoured to mislead the Court, although, no doubt, some of them had made mistakes of fact. As a general observation he thought the evidence of the witnesses for the defence was more confident and precise than that of the witnesses for the plaintiffs, the memory of some of the latter being, often admittedly defective. It was alleged that defendant on the fall of the hammer acquired the lot as a trustee for the Jewish community and it was contended, not by specific statement but by implication from the last words of the deed, that the land was constituted His Lordship then went into the history of the movement to obtain a Synagogue and the reports of Messrs. Danby, Leigh and Orange and Lemm as to the site and proposed building. The evidence regarding the land was touched upon and also the application for it. In his letter to Mr. Cooper on October 30, 1893, asking him to put up certain lots for the use of the Hebrew community, His Lordship said Mr. Bellion was selling as the avowed agent of the Jewish community and he was perfectly clear that the land was to be used for the erection of a Synagogue thereon. It was then perfectly clear that the community desired to have the whole of the two lots, and not only a portion of them. The correspondence with Mr. D. E. "Asson" was read and then His Lordship referred to an important change in the *locus in quo*, which took place April, 1895, when the two lots 1216 and 1217 were thrown into one lot and became lot 1381. After applying for this lot defendant was not moved to do so by any of the committee or the community and he did not form them he was doing so. He did not know whether they would take it or could pay for it and would not seem a prudent or sensible thing for a man to apply for land nominally for himself but really for the community under such circumstances. Mr. Danby had told defendant that land in the locality was being sold cheaper than before and advised him to apply for the two old lots to the west of Union Church. Defendant's idea, he said, was to build an villa on the centre of the block and to let the community have the part of 1381 next the Union Church. Referring to a letter from Mr. Moses regarding the site, His Lordship said that he could not help thinking that, if defendant had on the record occasion applied for the land primarily for the community, the letter would have been differently expressed. The evidence as to the controversy between the Land Company and defendant and the circumstances attending the purchase of the lot was referred to and the fact that the committee or the community were not asked to sign a request to be defendant. They did not. His Lordship said, appear to have concerned themselves in the matter at all. On the whole he took it that defendant, finding there was opposition to the site, asked Mr. Danby to apply for the two upper lots for himself to be utilized in conjunction with the lower lot. This, he said, was borne out by one of Mr. Danby's letters dated July 31st, 1896. Nothing, he said, could be clearer than that statement of defendant's; on the subject and applying for lot 1381. It is inconsistent with plaintiff's position that he was acting for the community but it was consistent with defendant's position that he applied for it with the intention of offering it or a portion to the community. His Lordship then traversed the evidence at length, particularly referring to the correspondence between defendant and plaintiffs as to the taking over of a portion of the lot for the purposes of a Synagogue, and the matter of the retaining wall also received attention. He had, he said, devoted special attention to the correspondence between defendant and plaintiffs as to the taking over of a portion of the lot for the purposes of a Synagogue, and the matter of the retaining wall also received attention. He had, he said, devoted special attention to the correspondence between defendant and plaintiffs as to the taking over of a portion of the lot for the purposes of a Synagogue, and the matter of the retaining wall also received attention.

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